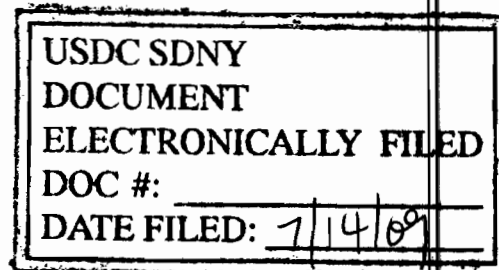


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Via Facsimile (212) 805-7924

Hon. Sidney H. Stein
United States District Judge
Southern District of New York
Daniel Patrick Moynihan U.S. Courthouse
500 Pearl Street, Room 1010
New York, NY 10007-1581

Re: *Plamar Navigation Co. Ltd. v. Tianjin Shengjia Shipping Co. Ltd.*
Docket No.: 09 Civ. 5447 (SHS)
Our ref.: 08-1413

MEMO ENDORSED

Dear Judge Stein:

This firm represents the Plaintiff in this Rule B maritime attachment proceeding.

As your Honor is aware we filed a Complaint in this matter on June 12, 2009 in support of a request for an Ex Parte Order. Your Honor granted an Ex Parte Order on July 8, 2009. However, upon presentation of the issued Order to the Clerk of Court for issuance of the Writs of Attachment we have discovered that the claim calculations against the **Cargo Shippers** are in error. The total claim against the **Cargo Shippers** exceeds the amount authorized by the Ex Part Order due to some incorrect entries on a spreadsheet reflecting these Defendants proportionate amount of cargo aboard the vessel. However, the Clerk of Court has also expressed concern regarding issuing independent Writs of Attachment against each Defendant.

In light of the foregoing, we propose the following for consideration by your Honor:

We hereby request that your Honor order *nunc pro tunc* that the numerous claim amounts (identified below in **bold and italicized** type) as alleged in Paragraph 48 of the Verified Complaint be revised as follows:

48. Under the fixture note and bills of lading the aforesaid damages may be recovered against the Defendants in the following amounts based on the contracts and the liability of each party thereunder:

Vessel Charterer

Tianjin Shengjia a/k/a Shengjza \$3,586,651.32

Cargo Shippers

Changshu (Shipper of 5.79% of the cargo) \$207,667.00;

Hangzhou (Shipper of 8.42% of the cargo) \$301,996.00;

Hengyang (Shipper of 25.88% of the cargo) \$928,225.00;

Hubei (Shipper of 6.88% of the cargo) \$246,761.00;

Jiangsu Changshu (Shipper of 1.74% of the cargo) \$62,407.00;

Jiangsu Lihui (Shipper of 1.54% of the cargo) \$55,234.00;

Jiangsu Pros (Shipper of 2.79% of the cargo) \$100,067.00;

Jiangyin Xingchen (Shipper of 6.64% of the cargo) \$238,153.00;

Kugler Haas (Shipper of 1.58% of the cargo) \$56,669.00;

Lalani Steel (Shipper of .59% o the cargo) \$21,161.00;

Fasten Bloc (Shipper of .27% of the cargo) \$9,683.00;

Fasten Group (Shipper of 1.93% of the cargo) \$69,222.00;

Suzhou Huasheng (Shipper of .74% of the cargo) \$26,541.00;

Suzhou Seamless (Shipper of 3.49% of the cargo) \$125,174.00;

Victory (Shipper of 4.97% of the cargo) \$178,256.00;

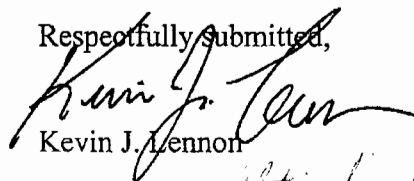
Wuxi Dingyuan (Shipper of 1.24% of the cargo)	\$44,474.00;
Wuxi Tian (Shipper of 1.27% of the cargo)	\$45,550.00;
<i>Xigang Seamless (Shipper of 6.31% of the cargo)</i>	<i>\$226,317.00;</i>
<i>Xinyu (Shipper of 14.77% of the cargo)</i>	<i>\$529,748.00;</i>
<i>Yangzhou (Shipper of 1.07% of the cargo)</i>	<i>\$38,377.00;</i>
Yieh (Shipper of 1.54% of the cargo)	\$55,234.00; and
<i>Yizheng (Shipper of .47% of the cargo)</i>	<i>\$16,857.00.</i>
TOTAL:	\$3,583,773.00

We submit that your Honor has the discretion to issue such an Order and that he does so by way of a Memo Endorsement of this letter. See Travelers Ins. Co. v. Broadway W. St. Assocs., 164 F.R.D. 154, 163 (S.D.N.Y. 1995); Winfield v. C&C Trucking, 02 Civ. 7688, 2003 U.S. Dist. LEXIS 12985, *15, 56 Fed. R. Serv. 3d 661 (S.D.N.Y. 2003).

We further request that your Honor direct the Clerk of Court to issue a Writ of Attachment in the form attached which serves to address the Clerk's concerns.

We appreciate your Honor's time and attention to the foregoing and are available to discuss the foregoing we are available at any time convenient to the Court.


Respectfully submitted,


Kevin J. Lennon

KJL/bhs
Enclosure

*After consulting with the following 4
addressees in the caption on the process for the
marshal.*

SO ORDERED 7/14/09


SIDNEY H. STEIN
U.S.D.J.

ECF CASE

09 Civ. 5447 (SHS)

Docket no.

THE PRESIDENT OF THE UNITED STATES OF AMERICA

To the Marshal of the Southern District of New York (or designated process server) - GREETINGS:

WHEREAS a Verified Complaint has been filed in the United States District Court for the Southern District of New York on the 12th day of June, 2009:

PLAMAR NAVIGATION LTD.

Plaintiff,

against

**TIANJIN SHENGJIA SHIPPING CO., LTD. a/k/a
SHENGJIA (HONG KONG) SHIPPING AND TRADING CO., LIMITED et al**

Defendants,

in a certain action for breach of maritime contracts wherein it is alleged that there is due and owing from the Defendants listed below to the said Plaintiff the amount of \$3,586,651.32 and praying for process of maritime attachment and garnishment against the said Defendants

WHEREAS, this process is issued pursuant to such prayer and requires that a garnishee(s) shall serve their answer(s), together with answers to any interrogatories served with the Complaint, within 20 days after service of process upon it and requires that Defendant shall serve its answer within 30 days after process has been executed, whether by attachment of property or service on the garnishee.

NOW, THEREFORE, we do hereby command you that if the said Defendants as per the Schedule attached hereto as Exhibit 1 cannot be found within the District you attach goods and chattels up to the amount sued for in accordance with the aforesaid Schedule and if such property cannot be found that you attach other property, credit and effects to the amount sued for in the hands of:

ABN Amro, American Express Bank, Bank of America, Bank of China, Bank of Communications, Bank of New York, BNP Paribas, BNP Paribas, China Merchant's Bank, Citibank, Commerzbank, Deutsche Bank, HSBC Bank USA Bank, Industrial and Commercial Bank of China, J.P. Morgan Chase, Societe Generale, Standard Chartered Bank, UBS, and/or Wachovia Bank N.A.

to wit: property, letters of credit, deposits, funds, credits, bills of lading, debts, settlement agreements, or other assets, tangible or intangible, in whatever form of:

AS PER SCHEDULE ATTACHED HERETO AS EXHIBIT 1

and that you promptly after execution of this process, file the same in this court with your return thereon.

WITNESS, the Honorable Sidney H. Stein, Judge of said Court, this ____ day of July 2009, and of our Independence the two-hundred and thirty-third.

Lennon, Murphy & Lennon, LLC
Attorneys for Plaintiff
The Gray Bar Building
420 Lexington Ave., Suite 300
New York, NY 10170
Phone (212) 490-6050

J. MICHAEL McMAHON
Clerk

By: _____
Deputy Clerk

NOTE: This Process is issued pursuant to Rule B(1) of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure and/or New York Civil Practice Law and Rules, Article 62.

EXHIBIT 1 – SCHEDULE OF AMOUNTS DUE FROM DEFENDANTS

Vessel Charterer

Tianjin Shengjia a/k/a Shengjia	\$3,586,651.32
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